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IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re application of:

VEENSTRA et al.

Serial No. 09/531,862

Filed: March 21, 2000

For: *Apparatus and Method for Low Power
Routing of Signals in a Low Voltage
Differential Signaling System*

Attorney Docket No. 9818-026-999

Date: September 22, 2000

RECEIVED

SEP 29 2000

OFFICE OF PETITIONS

DECLARATION OF WILLIAM S. GALLIANI UNDER 37 CFR 1.47

Assistant Commissioner of Patents
Washington, D.C. 20231

Sir:

I, WILLIAM S. GALLIANI declare that:

1. I am the attorney who prepared the above-identified application. In this application and in this petition under 37 CFR 1.47, I am representing the interests of Altera Corporation.

2. Upon information and belief, the subject matter of the present invention was conceived and developed by Kerry Veenstra, Krishna Rangasayee and Robert Bielby ("the inventors") while each was employed by Altera Corporation. Mr. Veenstra and Mr. Bielby have signed a declaration for the application and assignment to Altera Corporation. Krishna Rangasayee cannot be found to sign a declaration for the application and assignment to Altera Corporation.

3. Krishna Rangasayee is obligated, by agreement with Altera Corporation to assign his entire interest in the subject matter of the present invention to Altera Corporation. A copy of the employee agreement signed by Krishna Rangasayee on May 5, 1997, is attached hereto as Exhibit A. Section 3(b) of the employment agreement specifies Mr. Rangasayee's obligation to assign inventions to Altera Corporation.

4. A Provisional Application was originally filed on March 22, 1999. On March 16, 2000, I attempted to contact Mr. Veenstra and Mr. Bielby regarding the draft Nonprovisional Application I prepared. I was advised on that date that Mr. Bielby was no longer listed as an employee of Altera Corporation. I had been previously advised by Altera Corporation that Krishna Rangasayee was no longer an employee.

On March 17, 2000, a draft Nonprovisional Application was forwarded to Mr. Veenstra by facsimile for review, as he was the only accessible inventor at that time. On March 21, 2000, I spoke with Mr. Veenstra who suggested minor corrections to the application. I revised the application accordingly and filed it on the same day without inventor signatures.

5. On April 12, 2000, after receiving a serial number from the U.S. Patent and Trademark Office, I sent a declaration and assignment (including serial number and filing date) to Altera Corporation to obtain signature by each of the inventors for the application.

6. On or about July 19, 2000, I had a telephone conversation with James Wu, a patent attorney employed by Altera Corporation, in regard to obtaining the signatures of the inventors on the Declaration and Assignment forms. Mr. Wu informed me that he had obtained the signatures of Mr. Veenstra and Mr. Bielby, but was unable to locate Mr. Rangasayee. Mr. Wu advised me that he sent the documents to 917 Sierra Vista Avenue #D, Mountain View, California, 94043, which was the last address available to Altera Corporation. The documents were returned to Altera Corporation as undeliverable. Evidence of this attempt to locate Mr. Rangasayee is manifested by the attached Federal Express documentation that indicates that the intended recipient is "Not at this Address." This documentation is marked Exhibit B.

After the package was returned, an attempt was made to contact Mr. Rangasayee at his last known telephone number ((650)938-4663), which was disconnected. An inquiry to directory assistance did not identify a listing for Mr. Rangasayee in the Bay Area. An Internet search for Mr. Rangasayee was also unsuccessful.

7. As indicated in the previous paragraph, the last known address of Mr. Rangasayees is 917 Sierra Vista Avenue, #D, Mountain View, CA 94043.

8. Based on the foregoing, I have concluded that Mr. Rangasayee is unavailable and cannot be reached to sign these documents.

9. I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true. I further declare that all statements made by me herein are made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code, and that any willful false statements may jeopardize the validity of any patent resulting therefrom.

Respectfully submitted,

PENNIE & EDMONDS LLP



By:

William S. Galliani
Registration No. 33,885

3300 Hillview Avenue
Palo Alto, CA 94304
(650) 493-4935

EXHIBIT

A

ALTERA CORPORATION

EMPLOYMENT, CONFIDENTIAL INFORMATION,
AND INVENTION ASSIGNMENT AGREEMENTA480
RECEIVED

SEP 29 2000

OFFICE OF PETITIONS

As an employee of Altera Corporation, its subsidiary or affiliate (the Company), and in consideration of my employment and my receipt of compensation now and hereafter paid to me by the Company, I agree to the following:

1. At-will Employment.

I AGREE THAT MY EMPLOYMENT WITH THE COMPANY IS FOR AN UNSPECIFIED DURATION AND CONSTITUTES "AT-WILL" EMPLOYMENT. I UNDERSTAND THAT EITHER I OR THE COMPANY MAY TERMINATE MY EMPLOYMENT AT ANY TIME, WITH OR WITHOUT CAUSE, AND WITH OR WITHOUT ADVANCE NOTICE.

I FURTHER UNDERSTAND THAT ONLY THE COMPANY'S PRESIDENT HAS THE AUTHORITY TO ENTER INTO ANY AGREEMENT CONCERNING THE DURATION OR OTHER TERMS AND CONDITIONS OF MY EMPLOYMENT AND THAT ANY SUCH AGREEMENT MUST BE IN WRITING.

2. Confidential Information

(a) Definition. The term "Confidential Information" as used in this agreement includes, but is not limited to, trade secrets, confidential knowledge, data or other proprietary information relating to products, processes, know-how, designs, formulas, developmental or experimental work, computer programs, data bases, other original works of authorship, customer lists, business and/or product plans, financial information, employment personnel records, customer lists, and other subject matter pertaining to any business of the Company, its customers, suppliers, or licensees. Confidential information does not include any of the above items that have become publicly known and generally available through no wrongful act of mine or of others who were under confidentiality obligations as to the item or items involved.

(b) Company Information. I agree that at all times during and after my employment, I will use Confidential Information of the Company solely for the Company's benefit and that I will disclose Confidential Information to others only in performing my work for the Company and consistent with directions received from my supervisors.

(c) Former Employer Information. I further agree that during my employment with the Company I will not use or disclose any Confidential Information of my former or concurrent employer or any other person. I will not bring onto the Company's premises any unpublished document or property of my former or concurrent employer or any other person without prior written agreement of that party and the Company.

(d) Third Party Information. I recognize that the Company has access to Confidential Information of third parties and agree that I owe these third parties a duty not to use or disclose to others this Confidential Information except in performing my work for the Company and consistent with the Company's confidentiality obligations.

3. Inventions

(a) Inventions Retained and Licensed. I have attached as Exhibit A a list describing all inventions, original works of authorship, developments, improvements, and trade secrets which I discovered, created, or made prior to my employment with the Company which belong to me, which relate to the Company's actual, proposed or anticipated business, products or research and development, and which I have not assigned to the Company (collectively referred to as "Prior Inventions"). If no such list is attached, I represent that there are no Prior Inventions. If in the course of my employment with the Company I incorporate into a Company product, process or machine a Prior Invention owned by me or in which I have an interest, the Company is hereby granted and shall have a nonexclusive, royalty-free, irrevocable, perpetual, worldwide license to make, have made, modify, use and sell such Prior Invention as part of or in connection with such product, process or machine.

(b) Assignment of Inventions. I agree that I will promptly disclose to the Company in writing and hereby assign to the Company, or its designee, all my right, title, and interest in and to any and all inventions, original works of authorship, mask works, developments, concepts, improvements, designs, discoveries, ideas, trademarks or trade secrets, whether or not patentable or registrable under copyright or similar laws, which I may solely or jointly conceive or develop or reduce to practice, or cause to be conceived or developed or reduced to practice, during my employment with the Company (collectively referred to as "Inventions"), except as provided in Section 3(c) below. I agree to assist the Company, or its designee, at the Company's expense, in every proper way to secure the Company's rights in the Inventions either during or after the period of my employment by the Company. If the Company is unable because of my mental or physical incapacity or for any other reason to obtain my signature to apply for registration or to pursue any application to secure its rights in the Inventions, then I hereby irrevocably designate and appoint the Company and its duly authorized officers and agents as my agent and attorney in fact, to act for and in my behalf to execute and file any such applications and to do all other lawfully permitted acts to secure the Company's rights in the Inventions.

(c) Exception to Assignments. I understand that the provisions of this Agreement requiring assignment of Inventions to the Company do not apply to any invention which qualifies fully under the provisions of California Labor Code Section 2870 (attached hereto as Exhibit B). I will advise the Company promptly in writing of any inventions that I believe meet the criteria in California Labor Code Section 2870 and are not otherwise disclosed on Exhibit A.

4. **Outside Employment.** I agree that while I am employed with the Company, I will not engage in any other employment, occupation, consulting or other business activity directly relating to the Company's business without the express written consent of an officer of the Company nor will I engage in any other activities that conflict with my obligations to the Company.

5. **Termination**

(a) **Non-solicitation of Altera Employees.** I agree that for a period of six (6) months after the date my employment with Altera terminates I will not directly solicit or cause to be recruited for employment with any other company employees of Altera Corporation. (This does not include normal employment advertising).

(b) **Return of Company Documents.** I agree that when I end my employment with the Company, I will deliver to the Company any and all devices, records, data, notes, reports, proposals, lists, correspondence, specifications, drawings, blueprints, sketches, materials, equipment, other documents or property, or reproductions of any aforementioned items belonging to the Company, its successors or assigns. I further agree that any property situated on the Company's premises and owned by the Company, including computers, desks, filing cabinets, or other storage or work areas, is subject to inspection by Company personnel. In the event of termination of my employment, I agree to sign a termination certificate confirming that I have complied and will comply with my obligations under this Agreement.

6. **General Provisions**

(a) **Governing Law.** This Agreement will be governed by the laws of the State of California. I agree that the courts in the State of California shall have exclusive jurisdiction to resolve any dispute or claim arising out of or relating to this Agreement, and I agree to submit to the jurisdiction of such courts.

(b) **Entire Agreement.** This Agreement sets forth the entire agreement and understanding between the Company and me relating to the subject matter herein and merges all prior discussions between us. No modification of or amendment to this Agreement, nor any waiver of any rights under this Agreement, will be effective unless in writing signed by the President of the Company. Any subsequent change or changes in my duties, salary or compensation will not affect the validity or scope of this Agreement.

(c) Severability and Survival: If one or more of the provisions in this Agreement is deemed void by law, then the remaining provisions will continue in full force and effect.

Witnessed by:

Altera Corporation

By: Evan Condur
Human Resources -original

Accepted and Agreed

Signature: KRISHNARAO MURTHY

Printed Name: KRISHNARAO MURTHY

Date: 05/05/97

Exhibit A**LIST OF PRIOR INVENTIONS
AND ORIGINAL WORKS OF AUTHORSHIP**

<u>Title</u>	<u>Date</u>	<u>Identifying Number or Brief Description</u>	
1. "METHOD AND APPARATUS FOR GENERATING AN ASYNCHRONOUSLY CLOCKED SIGNAL IN A SYNCHRONOUS PLD"	PATENT PENDING	PATENT APPLICATION PERTAINING TO ASYNCHRONOUS CLOCKING SCHEMES.	
2. "A METHOD AND APPARATUS FOR PERFORMING MAGNITUDE COMPARISON OF BINARY VALUES"	PATENT PENDING	PATENT APPLICATION PERTAINING TO MAGNITUDE COMPARISON OF BINARY SIGNALS.	
3. "A CPLD HAVING IMPROVED CLOCK INPUT, RESET/PRESET, OUTPUTENABLE, FLEXIBILITY"	PATENT PENDING	IMPROVED CPLD ARCHITECTURES.	
4. "A PROGRAMMABLE LOGIC DEVICE HAVING AN INTEGRATED PHASE LOCKED LOOP"	PATENT PENDING	INCLUDING A PLL WITH A PLD.	

No inventions or improvements

Additional Sheets Available

Signature of Employee:



Print Employee Name:

KRISHNAMURTHY RANGASAYEE

Date:

05/05/97

Exhibit B**CALIFORNIA LABOR CODE SECTION 2870
INVENTION ON OWN TIME - EXEMPTION FROM AGREEMENT**

"(a) Any provision in an employment agreement which provides that an employee shall assign, or offer to assign, any of his or her rights in an invention to his or her employer shall not apply to an invention that the employee developed entirely on his or her own time without using the employer's equipment, supplies, facilities, or trade secret information except for those inventions that either:

(1) Relate at the time of conception or reduction to practice of the invention to the employer's business, or actual or demonstrably anticipated research or development of the employer; or

(2) Result from any work performed by the employee for the employer.

(b) To the extent a provision in an employment agreement purports to require an employee to assign an invention otherwise excluded from being required to be assigned under subdivision (a), the provision is against the public policy of this state and is unenforceable."

ACKNOWLEDGMENT

Please read the *Employee Handbook* to become familiar with and understand the contents.

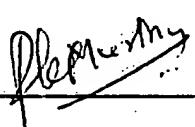
After you have read the *Employee Handbook*, sign and date this acknowledgment receipt and return it to Human Resources at Mail Stop 1101.

Statement

I acknowledge I have received a copy of Altera's *Employee Handbook* (September 1996 edition) summarizing the company's policies and practices. I understand the statements contained in the Handbook are not intended to create any contractual or other legal obligations. I also understand that the Company may modify or rescind any policies, benefits or practices described in the Employee Handbook at any time without prior notice to me.

fold fold..... fold.....

Date: 05/06/97

Signed: 

Print Name: KESHNAMURTHY LANGARAYEE

*Form is pre-addressed on the reverse side.
Fold in half and mail.*

Altera Corporation
2610 Orchard Parkway
San Jose, CA 95134-2020
Phone: 408-694-7000

ALTERA

ACKNOWLEDGMENT OF RECEIPT

As part of this orientation, the employee acknowledges that he/she has received, and generally understands the following documents:

- COBRA Acknowledgment
- The Proprietary Information Agreement (signed on first day of employment)
- Information regarding Unsolicited Submissions of Technology
- Insider Trading Information

You are expected to become familiar with the information as well as the policies in this orientation package. Please acknowledge your receipt of this package by signing below:

KEISHNA RANGASAYEG
Employee Name (Please Print)

5/5/97
Date


Employee Signature

From: JUDY REINHART - 5010 (408)544-8078
 ALTERA CORPORATION
 101 INNOVATION DRIVE
 190 RIVER OAKS PARKWAY
 SAN JOSE, CA, 95134

To: Krishna Rangasayee (650)938-4663

917 Sierra Vista Ave. #D

Mountain View, CA, 94043

Ref:

RTN TO SENDER
 SHIPPER'S FEDEX ACCOUNT #



FedEx

EXHIBIT

B

SHIP DATE: 28APR00
 WEIGHT: 1 LBS

RELEASE# 3785346



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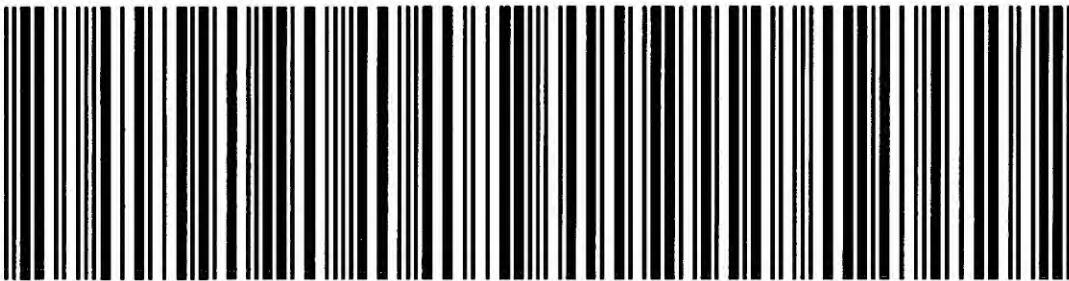
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